

Appl. No.: 10/664,483
Amdt. dated October 19, 2007
Reply to Office Action of April 19, 2007

REMARKS/ARGUMENTS

In the recent official action, the Examiner: (1) objected to the amendment filed on 9/25/2006 as adding new matter into the disclosure; (2) rejected Claims 1-9, 17, 19-27, and 29-30 under 35 U.S.C. 112, first paragraph as being non-enabling; (3) rejected Claims 1-9, 17, 19-27 and 29-30 under 35 U.S.C. 112, second paragraph as being indefinite; and (4) rejected Claims 1-9, 17, 19-27, and 29-30 as being obvious in view of *Becker* and *Levinson*. Applicants address these objections and rejections in turn, below.

Objection to 9/25/2006 Amendment

As noted above, Applicant's recent amendment has been objected to as adding new matter into the disclosure. In particular, the Examiner has asserted that the recitation of "selling a particular article of personal property" within Claims 1, 2, 4-6, 17, 23-26 appears to constitute new matter. Applicants respectfully submit that this limitation is taught specifically at, for example, Page 8, Line 1 – Page 9, Line 4 of Applicant's patent application. This portion of the specification describes in detail how various aspects of the invention might be used in the context of the sale of a cellular phone (which is an item of personal property) to an individual by a retailer. In light of the above, Applicants respectfully request that the current objection to the Applicant's September 25, 2006 Amendment be withdrawn.

Rejection of Claims 1-9, 17, 19-27, and 29-30 as Being Non-Enabling

As mentioned above, Claims 1-9, 17, 19-27, and 29-30 have been rejected under 35 U.S.C. 112, first paragraph as being non-enabling. In particular, the Examiner has asserted that "(t)he amended claims recite 'selling a particular article of personal property', which is not described in the Applicant's specification." Applicants respectfully submit that this limitation is taught specifically at, for example, Page 8, Line 1 – Page 9, Line 4 of Applicant's patent application. This portion of the specification describes in detail how various aspects of the invention might be used in the context of the sale of a cellular phone (which is an item of personal property) to an individual by a retailer. In light of the above, Applicants respectfully

Appl. No.: 10/664,483
Amdt. dated October 19, 2007
Reply to Office Action of April 19, 2007

request that the current rejection of Claims 1-9, 17, 19-27, and 29-30 under 35 U.S.C. 112, first paragraph be withdrawn.

Rejection of Claims 1-9, 17, 19-27 and 29-30 as Being Indefinite

As mentioned above, Claims 1-9, 17, 19-27, and 29-30 have been rejected under 35 U.S.C. 112, second paragraph as being non-enabling. In particular, the Examiner has asserted that, in Claims 1, 2, 4-6, 17, and 23-26, it is unclear as to what a “particular article of personal property” is. Applicants respectfully disagree. The term “personal property” is a well established term of art. For example, the internet web site www.dictionary.com defines personal property as “an estate or property...(such as)...moveable articles both corporal, as furniture or jewelry, or incorporeal, as stocks or bonds (distinguished from REAL PROPERTY)”. In light of the above, Applicants respectfully assert that one skilled in the art would easily understand the meaning of the term “particular article of personal property.”

The Examiner has further asserted that Claim 1 omits the following essential steps: (1) evaluating or reviewing the service contract; and (2) “how to provide the insurance coverage”. Applicants respectfully assert that the step of evaluating or reviewing the service contract is not an essential step to the invention of Claim 1. In fact, in some embodiments, all of the steps of Claim 1 may be performed without evaluating or reviewing the service contract. In addition, Applicants respectfully assert that Claim 1 is not limited to a particular method of providing the insurance coverage. Accordingly, in light of the above, Applicants respectfully request that the current rejection of Claims 1-9, 17, 19-27, and 29-30 under 35 U.S.C. 112, second paragraph be withdrawn.

Obviousness Rejections of Independent Claims 1 and 17

Claim 1

Independent Claim 1 has been rejected under 35 U.S.C. 103(a) as being obvious in view of *Becker* and *Levinson*. Applicants respectfully assert that *Becker* and *Levinson* do not teach or suggest various limitations of Claim 1. For example, *Becker* and *Levinson* do not teach or

suggest “in response to said customer purchasing said service contract, providing, at no cost to said customer, insurance coverage that protects said customer against one or more events selected from a group consisting of: (A) loss of said article of personal property, (B) theft of said article of personal property, and (C) other named perils associated with said article of personal property, wherein said insurance coverage is provided to at no cost to said customer due to the fact that said insurance coverage is paid for by...(a)...first party.” Accordingly, Applicants respectfully request that the current rejection of independent Claim 1 under 35 U.S.C. 103(a) be withdrawn.

Claim 17

Independent Claim 17 has been rejected under 35 U.S.C. 103(a) as being obvious in view of *Becker* and *Levinson*. Applicants respectfully assert that *Becker* and *Levinson* do not teach or suggest various limitations of Claim 17. For example, *Becker* and *Levinson* do not teach or suggest “a unified property protection program comprising: (A) a service contract that is paid for by a first entity, said service contract providing protection against the mechanical breakdown or other failure of a particular article of personal property; and (B) insurance coverage that is paid for by a second entity, said insurance coverage providing protection against one or more events selected from a group consisting of: (1) loss of said article of personal property, (2) theft of said article of personal property, and (3) other named perils associated with said article of personal property, wherein said property protection program is referenced by a single identification indicia.” Accordingly, Applicants respectfully request that the current rejection of independent Claim 1 under 35 U.S.C. 103(a) be withdrawn.

Dependent Claims 2-9, 19-27, and 29-30

Dependent Claims 2-9 depend from Independent Claim 1, and dependent Claims 19-27, and 29-30 depend from Independent Claim 17. Accordingly, in light of the reasons set forth above in regard to Independent Claims 1 and 17, Applicants respectfully request that the current rejection of dependent Claims 2-9, 19-27 and 29-30 under 35 U.S.C. 103(a) also be withdrawn.

Appl. No.: 10/664,483
Amdt. dated October 19, 2007
Reply to Office Action of April 19, 2007



Conclusion

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Scott E. Brient".

Scott E. Brient
Registration No. 44,561

<p><u>Customer No. 00826</u></p> <p>ALSTON & BIRD LLP Bank of America Plaza 101 South Tryon Street, Suite 4000 Charlotte, NC 28280-4000 Tel Atlanta Office (404) 881-7000 Fax Atlanta Office (404) 881-7777</p>	<p>CERTIFICATE OF MAILING</p> <p>I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on October 19, 2007</p> <p> _____ Scott E. Brient</p>
---	--